

RIGHT-OF-WAY FOR UTILITY SYSTEMS

Version 7.1 (Fee/Electric)—01 March 2003

This form right-of-way is designed for use in utility privatization actions on land owned in fee, which will typically include major active duty installations. It is to be used without change other than filling in the identified spaces; there are no minimis changes. There may be necessary installation specific alterations. Such alterations will not be made without first consulting with SAF/GCN. Requests for deviations should be conveyed through AF/ILEXO. Recommended improvements to the document should be conveyed to SAF/GCN directly.

This version includes numerous changes to Version 5 and includes the changes made for Version 6.

To promote convenience for the users, separate versions have been prepared for each type of utility system and for fee-owned lands and leased (or combined leased/fee-owned) lands. Consequently, there are eight versions, although they are substantially identical. For reference purposes, they are numbered as follows:

- 7.1 (Fee/Electric)
- 7.2 (Fee/Gas)
- 7.3 (Fee/Water)
- 7.4 (Fee/Wastewater)
- 7.5 (Leased/Electric)
- 7.6 (Leased/Gas)
- 7.7 (Leased/Water)
- 7.8 (Leased/Wastewater)

Fill-in blanks and notes (**in blue italics**) are located at the top of the Table of Contents, the Title, the Preamble, in Conditions 1, 3, 18.2, and 19 (required deletion), in the signature blocks, and the Exhibits. Additional installation specific information must also be added to the Exhibits. Please keep in mind that the right-of-way stands alone. It does not incorporate other portions of the request for proposals (RFP). For instance, the RFP attachment delineating the inventory of the system is for use in the Bill of Sale; it does not also apply to the right-of-way. The difference is that the Bill of Sale needs an inventory of what is being sold, while the right-of-way needs a description of the extent of the system covered by the right-of-way. Exhibits A and B provide that description of the extent of the system.

This cover page should be deleted when the right-of-way is inserted into the RFP. For tracking purposes, the footnote identifying the specific document version is to be retained.

The following summary discussion of the right-of-way is for the benefit of users, including potential offerors. It is not part of the right-of-way and is not to be included as a part of the right-of-way. Nor is it to be represented as anything other than an informal and non-binding discussion.

INFORMAL SUMMARY DISCUSSION OF THE RIGHT-OF-WAY

The nature of the right-of-way is a grant of rights and privileges to the grantee. It is not a mutual statement of rights and obligations. The status of the parties is that the United States, acting through the Department of the Air Force, has unfettered and exclusive rights to its property—the installation. The purpose of the right-of-way is to grant another party, the grantee, limited rights to come upon that property and engage in certain activities. The right-of-way is therefore limited to what the grantee may do upon the installation and under what circumstances the grantee may do it. Only rarely and in exceptional instances does the right-of-way address any obligations of the grantor. The result is that there is no “mutuality” of obligations where the right-of-way spells out what each party may or may not do. It is limited to defining the rights and privileges of the grantee.

The right-of-way is limited to addressing the minimum requirements of the Air Force for allowing another party access to its installation. Consequently, it does not address requirements of the service contract. It is an access document, not a statement of contractual service obligation by the grantee. Because the land to which access is being granted is an Air Force installation, there are numerous requirements that would not appear in a non-military setting. Those requirements are generally categorized as either security related or federal facility related. Because of security concerns, the Air Force requires stringent provisions relating to the security of the installation. These have little or no counterpart in non-military settings. Because the installation is a federal facility, those laws that have a peculiar application to federal activities will be included as requirements. These include, e.g., requirements related to the environmental analysis requirements of the National Environmental Policy Act, historic preservation, and environmental restoration. There are also legal requirements and policies that are peculiar to the federal government, e.g., the prohibition on mortgaging federal property and restrictions on alienation without the consent of the grantor.

The right-of-way is further limited to addressing access to and use of the Premises. The Premises is that land in, on, over, or under which the utility system runs. The Premises are not being sold. The property being sold is the utility system that runs in, on, over, or under the land. Consequently, no transfer is being made of the land, only of equipment. Because of this, environmental contamination of the equipment will be the responsibility of the owner of the equipment; environmental contamination of the land will be the responsibility of the entity that caused the contamination and, secondarily, of the land-owner.

The right-of-way does not obligate funds. There is no authority for the right-of-way to do so. Consequently, it explicitly provides that the grantee cannot recover from the Government under the right-of-way. To the extent the grantee believes it is entitled to some monetary recovery, that recovery will have to take place, if at all, under some other contractual relationship, e.g., the service contract. The right-of-way does not prevent such recovery, it simply does not allow any recovery under the right-of-way.

The policy of the Air Force is that when another party comes upon its property, that party will be responsible for its actions and the Air Force will not assume responsibility for those actions. The right-of-way is drafted to provide that the grantee will be responsible for its actions while on the installation. The right-of-way is generally

not designed to transfer liability for the actions of either party. Except as stated, it is intended that each party will be responsible for its actions and not the actions of the other.

As a practical matter, the right-of-way is not readily susceptible to termination. The default provisions are drafted to encourage the parties to work together to make the right-of-way work. The term of the right-of-way is not contingent on the service contract. The right-of-way is a separate legal relationship. Since termination of the right-of-way has the inevitable effect of stopping the provision of utility services and concomitant payment for the service, it is in the overriding interest of the parties to cooperate in the performance of activities under the right-of-way.

**DEPARTMENT OF THE AIR FORCE GRANT OF RIGHT-OF-WAY TO *(Name Of Grantee)* FOR PROPERTY
LOCATED ON COLUMBUS AFB**

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DEPARTMENT OF THE AIR FORCE
GRANT OF RIGHT-OF-WAY
To *(Name Of Grantee)*
FOR PROPERTY LOCATED ON
COLUMBUS AFB, MS

PREAMBLE

THE SECRETARY OF THE AIR FORCE, hereinafter referred to as “Grantor”, acting under the authority of 10 U.S.C. § 2688, hereby grants to *(name of Grantee)*, hereinafter referred to as “Grantee”, a corporation organized and doing business under the laws of the State of Mississippi a Right-of-Way for operation of a utility system for the generation and supply of electric power at **Columbus AFB** (hereinafter referred to as “Installation”), the areal extent of which Right-of-Way is identified in **EXHIBITS A and B**, both attached hereto and made a part hereof, hereinafter referred to as the “Premises”. While the Premises contain the utility system, the utility system is not part of the Premises; the utility system is the property of Grantee. Grantor and Grantee, when referred to together, are hereinafter referred to as the “Parties”, and may be referred to in the singular as a “Party”. For purposes of this Right-of-Way, Grantor includes the United States Government and the Department of the Air Force. This Right-of-Way grants to

Grantee the right and privilege to operate its utility system located on the Installation, including construction, installation, repair, and maintenance of its system.

THIS RIGHT-OF-WAY is granted subject to the following conditions.

BASIC TERMS

1. TERM

1.0. This Right-of-Way shall be effective beginning on _____, 200_, and shall remain in effect for a period of 50 years, unless sooner terminated by Grantor or by abandonment. At the end of its full term, this Right-of-Way may, upon the written request of Grantee and at the discretion of Grantor, be renewed for an additional period, not to exceed its original term, subject to agreement between the Parties on the payment of consideration at least equal to the consideration required by law at the time of renewal. Grantor has complete discretion in granting a renewal and can consider, by way of example and not by way of limitation, the past practices of Grantee on the Installation, the timeliness of Grantee's request for renewal relative to requests by other entities for similar Rights-of-Way, and the changing utilities requirements of the Government. The obligations of Grantee, including those regarding remediation of environmental contamination and removal of structures, facilities, and equipment installed or owned by Grantee, shall remain in effect after the expiration, termination, or abandonment of this Right-of-Way unless otherwise agreed to by the Parties; Grantor shall allow Grantee reasonable access to the Premises to fulfill these obligations.

2. CONSIDERATION AND COSTS

2.1. Grantee shall pay to Grantor consideration at least equal to the fair market value of this Right-of-Way; that consideration is included in the Bill of Sale for the utility system of even date with this Right-of-Way.

2.2. The use, operation, and occupation of the Premises pursuant to this Right-of-Way shall be without cost or expense to the Department of the Air Force, except as may

be specifically provided otherwise herein. To the extent such recovery is independent of this Right-of-Way, nothing in this Condition 2.2 abrogates any right to recover costs or expenses that arise pursuant to other contractual relationships between Grantor and Grantee, in their capacities under such independent contractual relationships.

3. CORRESPONDENCE

3.0. All correspondence to be sent and notices to be given pursuant to this Right-of-Way shall be addressed, if to Grantor, to *(insert installation office address)*, and, if to Grantee, to *(insert Grantee's address)*, or as may from time to time otherwise be directed by the Parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited, postage prepaid, and postmarked in a post office regularly maintained by the United States Postal Service.

4. ACCESS

4.1. The use, operation, and occupation of the Premises are subject to the general supervision and control of the Installation's commander or his duly authorized representative, hereinafter referred to as "said officer".

4.2. In accepting the rights, privileges, and obligations established hereunder, Grantee recognizes that the Installation serves the national defense and that Grantor will not permit the operation, construction, installation, repair, and maintenance of a utility system and the provision of utility services to interfere with the Installation's military mission. This Installation is an operating military installation which is closed to the public and is subject to the provisions of the Internal Security Act of 1950, 50 U.S.C. § 797, and of 18 U.S.C. § 1382. Access to the Installation is subject to the control of its commanding officer and is governed by such regulations and orders as have been lawfully promulgated or approved by the Secretary of Defense or by any designated military commander. Any access granted to Grantee, its officers, employees, contractors of any tier, agents, and invitees is subject to such regulations and orders. This Right-of-Way is subject to all regulations and orders currently promulgated or which may be

promulgated by lawful authority as well as all other conditions contained in this Right-of-Way. Violation of any such regulations, orders, or conditions may result in the termination of this Right-of-Way. Such regulations and orders may, by way of example and not by way of limitation, include restrictions on who may enter, how many may enter at any one time, when they may enter, and what areas of the Installation they may visit, as well as requirements for background investigations, including those for security clearances, of those entering. Grantee is responsible for the actions of its officers, employees, contractors of any tier, agents, and invitees while on the Installation and acting under this Right-of-Way.

4.3. In the event all or any portion of the Premises shall be needed by the United States or in the event the presence of Grantee's property shall be considered detrimental to governmental activities, Grantee shall, from time-to-time and upon notice to do so, and as often as so notified, remove or relocate its property to such other location or locations on the Premises (or substitute land of Grantor which shall then become part of the Premises) as may be designated by said officer, and in the event Grantee's property shall not be removed or relocated within ninety (90) days after any aforesaid notice, the Grantor may cause the same to be done. Condition 2.2 notwithstanding, any removal or relocation of Grantee's property at the direction of the Grantor under this Condition 4.3 shall be at Grantor's expense.

4.4. Grantee further recognizes that the operation, construction, installation, repair, and maintenance of the utility system on the Installation may be subject to requirements and approvals not ordinarily imposed by civilian authorities, including, but not limited to, compliance with the National Environmental Policy Act of 1969, as implemented. Grantee agrees to abide by all applicable regulations and to obtain all required approvals as specified in this Right-of-Way or as directed by said officer.

4.5. Utility poles, buried conduits, pipes, tubes, wires, and other utility systems and pieces of equipment on the Installation may be the property of a non-federal entity. In that case, use of those poles, conduits, pipes, tubes, wires, or other utility systems and pieces of equipment will be subject to separate agreement between Grantee and the owner of the poles, conduits, pipes, tubes, wires, or other utility systems and pieces of equipment. Access will still be governed by this Right-of-Way but may also be subject

to conditions, including payment of a fee, required by the owner of the poles, conduits, pipes, tubes, wires, or other utility systems and pieces of equipment.

4.6. Grantor may, during the term of this Right-of-Way, sell existing poles, conduits, pipes, tubes, wires, or other utility systems and pieces of equipment to a private or public entity. In such an event, Grantee's rights under this Right-of-Way will not extend to disturbing or damaging the property of other entities who also hold grants of rights-of-way on the Installation, and any operation, construction, installation, repair, or maintenance by Grantee that disturbs or damages the property of such other entities shall be the responsibility of Grantee and Grantee shall be liable to such other entities for any disturbance or damage to their property caused by Grantee's actions.

5. TERMINATION

5.1. This Right-of-Way may be terminated, in whole or in part, by the Grantor for (1) failure to comply with the terms of the Right-of-Way as determined under Condition 6, or (2) abandonment. This Right-of-Way shall terminate without further action or notice on the part of the Parties if Grantee abandons its rights and privileges under this Right-of-Way; abandonment shall occur if Grantee fails to utilize the Premises, or any part of them, to provide services to customers for a period of one year; given good cause, Grantor may, on a case by case basis, extend this one year period. Abandonment of a part of the Premises shall only apply to that part of the Premises abandoned. Subject to Condition 2.2, any termination in accordance with this Condition 5 shall not create any liability on the part of Grantor for Grantee's capital costs, anticipated profits or fees, and costs of construction, installation, maintenance, upgrade, and removal of facilities, and such costs and anticipated profits or fees will not be recoverable from Grantor under this Right-of-Way.

5.2. This Right-of-Way does not guarantee that the Installation will remain open or active at its current level. The number of potential customers may change from time to time depending on military requirements. Such change is part of the risk Grantee assumes. Subject to Condition 2.2, this Right-of-Way is not exclusive in that Grantor may also grant like rights and privileges to others, including Grantee's competitors.

Closure of the Installation, reduction in the level of activity at the Installation, change in the number of potential customers, Grantor's granting like rights and privileges to others including Grantee's competitors, and Grantor's allowing alternative forms of utility service will not constitute termination of this Right-of-Way for convenience of the Grantor and, subject to Condition 2.2, creates absolutely no obligation on the part of Grantor under this Right-of-Way to reimburse Grantee for any capital costs, anticipated profits or fees, or costs of operation, construction, installation, maintenance, upgrade, and removal of facilities. Grantee acknowledges that it is solely responsible for all such costs and anticipated profits or fees and that such costs and anticipated profits or fees will not be recoverable from Grantor under this Right-of-Way.

6. DEFAULT

6.1. The following shall constitute a default and breach of this Right-of-Way by the Grantee: The failure to comply with any provision of this Right-of-Way, where such failure to comply continues for ten (10) days after delivery of written notice thereof by the Grantor to the Grantee. If, however, the time required to return to compliance exceeds the ten (10) day period, the Grantee shall not be deemed to be in default or breach if the Grantee within such period shall begin the actions necessary to bring it into compliance with the Right-of-Way in accordance with a compliance schedule acceptable to the Grantor.

6.2. In the event of any default or breach of this Right-of-Way by the Grantee, the Secretary of the Air Force may terminate this Right-of-Way at any time after expiration of the time required to return to compliance provided for in Condition 6.1 upon written notice of the termination to the Grantee. The termination notice shall be effective as of a day to be specified therein, which shall be at least seven (7) but not more than thirty (30) days after its receipt by the Grantee.

6.3 Termination for default under this Condition 6 extends only to termination of this Right-of-Way and does not constitute cancellation of the Bill of Sale for the utility system of even date with this Right-of-Way, except to the extent this Right-of-Way is a part of said Bill of Sale.

OPERATION OF THE PREMISES

7. CONDITION OF PREMISES

7.0. Grantee has inspected and knows the condition of the Premises. Subject to Condition 15, the Premises are granted in an “as is, where is” condition without any warranty, representation, or obligation on the part of Grantor to make any alterations, repairs, improvements, or corrections to defects whether patent or latent. At such times and for such part of the Premises as said officer may determine, the Parties will sign a Physical Condition Report to reflect the condition of the Premises prior to the Premises being disturbed by the activities of Grantee. Such Report shall be used to indicate the condition of the Premises prior to their being disturbed in order to compare them with the Premises subsequent to the activities of Grantee to ensure Grantee has returned the Premises to the condition required by this Right-of-Way.

8. PROTECTION OF PREMISES

8.0. As regards the Grantee’s use of the Premises and its property on the Premises, Grantee shall, at all times, protect, repair, and maintain the Premises in good order and condition at its own expense and without cost or expense to Grantor. Grantee shall exercise due diligence in protecting the Premises against damage or destruction by fire, vandalism, theft, weather, or other causes related to Grantee’s activities. Any property on the Premises damaged or destroyed by Grantee incident to the exercise of the rights and privileges herein granted shall be promptly repaired or replaced by Grantee to the satisfaction of said officer.

9. AIR FORCE PROPERTY

9.1. Any interference with the use of or damage to property under control of the Department of the Air Force, including uses described in Condition 9.2, incident to the exercise of the rights and privileges herein granted shall be promptly corrected by

Grantee to the satisfaction of said officer. If Grantee fails to promptly repair or replace any such property after being notified to do so by said officer, said officer may repair or replace such property and Grantee shall be liable for the costs of such repair or replacement.

9.2. Grantor has property installed on or attached to the property of Grantee, including Grantee's poles, conduits, pipes, ductbanks, tubes, towers, buildings, structures, or other utility systems and pieces of equipment. Grantor retains and reserves the right, at no cost to itself, to continue to use the property of Grantee, without damaging it, to support such installed or attached property, including the right of Grantor, at no cost to Grantee, to maintain, repair, operate, upgrade, and replace such installed or attached property. Grantor shall provide reasonable notice to Grantee before engaging in any such maintenance, repair, upgrade, or replacement. Any upgrade or replacement of such installed or attached property shall comply with any safety regulations imposed by public authority upon Grantee and applicable to Grantee's property upon which Grantor's property is installed or attached. In the case of multiple use ductbanks, those ducts identified by Grantor in **EXHIBIT B** as being reserved for current or future Grantor use shall remain for the use of Grantor in accordance with this Condition 9.

10. RESTORATION OF PREMISES

10.0. Condition 9.2 notwithstanding, on or before (or, in the case of abandonment, after) the date of expiration of this Right-of-Way or its cancellation by agreement of Grantor and Grantee or its termination by the Secretary of the Air Force, Grantee shall vacate the Premises, remove its property therefrom, and restore the Premises to their original condition without expense to the United States. Such restoration shall include, if applicable, removal of contamination caused by Grantee. Grantor may, in its sole and absolute discretion, consent to Grantee abandoning all or part of its utility system on the Installation, but such consent must be unequivocal and in writing: Provided, however, that any buried conduits, pipes, ductbanks, tubes, or wires, the nature, location, and depth of which are known to Grantee and shown on Grantee's records in accordance with Condition 11.4, and which neither contain an environmental

contaminant nor pose an environmental or safety hazard, may be abandoned with Grantor's consent, which consent shall not be unreasonably withheld.

11. ALTERATION OF PREMISES

11.1. No additions to or alterations of the Premises shall be made without the prior written approval of said officer. Approval by Grantor will not be unreasonably withheld. Said officer may in his discretion grant blanket approvals in advance for certain specified categories of work. Any and all operations, construction, installation, repair, and maintenance activity of any type whatsoever must comply with this Right-of-Way and with its **Attachment 1**, attached hereto and made a part hereof.

11.1.1. Grantee may, after obtaining prior written approval of said officer, change the capacity of the utility system on the Premises but such change must be solely to better serve the Installation.

11.1.2. Should Grantee desire to change the capacity of the utility system on the Premises other than for the sole purpose of better serving the Installation, or to extend the utility system on the Installation but off the Premises, Grantor must first consent through an amendment of this Right-of-Way in accordance with Condition 27. Grantor has no obligation to consent to such an amendment and may require, in addition to other requirements, additional consideration.

11.2. Grantee shall neither place nor display advertising of any kind whatsoever on the Premises nor on its property located on the Premises, nor suffer any advertising of any kind whatsoever to be placed on its property located on the Premises. Reasonable markings on Grantee's property, including vehicles, for the purpose of identifying it as Grantee's property are not prohibited.

11.3. If Grantee's property located on the Premises intrudes into airspace subject to regulation under the Federal Aviation Regulations or their Air Force counterparts, such property shall be operated, constructed, installed, repaired, and maintained in conformance with such regulations.

11.4. Grantee shall maintain records showing the locations and nature of its property on the Premises. Such records shall be kept current by Grantee. Grantee shall,

at no cost to the Grantor, provide Grantor a copy of these records, as well as current updates upon request of said officer. For purposes of work upon the Premises by other than Grantee, upon request by Grantor, Grantee shall mark the actual location of its property within a time and in a manner acceptable to said officer. The time specified by said officer will be reasonable given the circumstances of the need of Grantor.

12. COSTS OF SERVICES

12.0. As regards the Grantee's use of the Premises and its property on the Premises, Grantee is responsible for all utilities, janitorial services, building maintenance, and grounds maintenance for the Premises without cost to the Department of the Air Force. The Air Force may, if its capabilities permit, consent to provide certain of these services to Grantee on a reimbursable basis.

ENVIRONMENT

13. ENVIRONMENTAL COMPLIANCE

13.0. In its activities under this Right-of-Way, Grantee shall comply with all applicable environmental requirements, and in particular those requirements concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, and solid and hazardous waste. Responsibility for compliance with such requirements rests exclusively with Grantee, including liability for any fines, penalties, or other similar enforcement costs.

14. ASBESTOS AND LEAD-BASED PAINT

14.1. Grantee will not make any improvements or engage in any construction on the Premises which contain asbestos-containing material (ACM), without prior approval of said officer; any such improvements or construction shall be done in compliance with all applicable Federal, state, interstate, and local laws and regulations governing ACM. Grantee is responsible for monitoring the condition of its property containing ACM on

any portion of the Premises for deterioration or damage. Grantee is responsible, at its expense, for remediation of any ACM contained on or in its property which is disturbed or damaged by Grantee or is deteriorated and of any ACM on the Premises which is disturbed or damaged by Grantee during the term of this Right-of-Way.

14.2. Grantee will test any painted surface to be affected by any of its operation, construction, installation, repair, or maintenance activities to determine if the paint is lead-based and will handle that surface in compliance with all applicable laws and regulations and at Grantee's expense.

15. SAFETY AND HAZARDOUS WASTE DISPOSAL

15.1. Grantee, at its expense, shall comply with all applicable laws on occupational safety and health, the handling and storage of hazardous materials, and the proper handling and disposal of hazardous wastes and hazardous substances generated by its activities. As between the Parties, responsibility for the costs of proper handling and disposal of hazardous wastes and hazardous substances discovered on the Premises is governed by applicable law. The terms hazardous materials, hazardous wastes, and hazardous substances are as defined in the Federal Water Pollution Control Act, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Solid Waste Disposal Act, the Clean Air Act, and the Toxic Substances Control Act, and their implementing regulations, as they have been or may be amended from time to time.

15.2. Any unexploded ordnance, as that term is defined in Title 10, United States Code, discovered on the Premises by Grantee is the responsibility of Grantor and will not be disturbed by Grantee but, upon discovery, shall be immediately reported to said officer.

16. HISTORIC PRESERVATION

16.0. Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the

Premises, Grantee shall cease its activities at the site and immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Grantee.

17. INSTALLATION RESTORATION PROGRAM

17.1. If the Installation has not been listed on the National Priorities List (NPL) under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, at the time this Right-of-Way is granted, but is listed subsequent to the granting of this Right-of-Way, Grantor will provide Grantee with a copy of any Federal Facility Agreement (FFA) that is entered into between Grantor and the U.S. Environmental Protection Agency (USEPA), along with any amendments to the FFA when they become effective.

17.2. If the Installation has been listed on the NPL at the time this Right-of-Way is granted but no FFA has been entered into, Grantor will provide Grantee with a copy of any FFA subsequently entered into along with any amendments to the FFA when they become effective.

17.3. If the Installation has been listed on the NPL at the time this Right-of-Way is granted and an FFA has been entered into, Grantee acknowledges that Grantor has provided it with a copy of the FFA, with current amendments; Grantor will provide Grantee with a copy of any subsequent amendments thereto.

18. ACCESS FOR RESTORATION

18.1. Nothing in this Right-of-Way shall be interpreted as interfering with or otherwise limiting the right of Grantor and its duly authorized officers, employees, contractors of any tier, agents, and invitees to enter upon the Premises for the purposes enumerated in Condition 18.3 and for such other purposes as are consistent with the provisions of an FFA or required to implement the Installation Restoration Program (IRP) conducted under the provisions of 10 U.S.C. § 2701, et seq. Grantee will provide

reasonable assistance to Grantor to ensure Grantor's activities under this Condition 18 do not damage Grantee's property on the Premises.

18.2. The USEPA and State of Mississippi including their subordinate political units, and their duly authorized officers, employees, contractors of any tier, and agents have the right, upon reasonable notice to Grantee and with Grantor's consent, to enter upon the Premises for the purposes enumerated in Condition 18.3 and for such other purposes as are consistent with the provisions of an FFA. Grantee will provide reasonable assistance to USEPA and the State to ensure their activities under this Condition 18 do not damage Grantee's property on the Premises.

18.3. Purposes:

18.3.1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities related to the IRP or an FFA;

18.3.2. To inspect field activities of the Air Force and its contractors of any tier in implementing the IRP or an FFA;

18.3.3. To conduct any test or survey required by the USEPA or the State relating to the implementation of an FFA or environmental conditions on the Premises or to verify any data submitted to the USEPA or the State by the Air Force relating to such conditions; or,

18.3.4. To conduct, operate, maintain, or undertake any other response or remedial action as required under or necessitated by the IRP or an FFA, including, but not limited to, monitoring wells, pumping wells, and treatment facilities.

19. ENVIRONMENTAL BASELINE

19.0. If Grantor determines that an Environmental Baseline Survey (EBS) is required for this Right-of-Way, in accordance with Grantor's standards and requirements, it shall prepare an EBS documenting the known history of the property with regard to the storage, release, or disposal of hazardous substances thereon, and that EBS shall be attached hereto, or incorporated by reference, and made a part hereof as **EXHIBIT C**. If such an EBS is prepared, upon expiration, termination, or abandonment of this Right-of-

Way, another EBS shall be prepared by Grantor, in accordance with Grantor's standards and requirements, which will document the environmental condition of the property at the end of Grantee's use of the Premises. That EBS shall be attached hereto, or incorporated by reference, and made a part hereof as an Exhibit. The findings of the two EBSs shall be used in settling factual aspects of claims for restoration of the Premises. Grantee is responsible for the costs of any environmental restoration necessitated as a result of its use of the Premises.

CHANGES IN OWNERSHIP OR CONTROL

20. TRANSFER, ASSIGNMENT, LEASING, OR DISPOSAL

20.1. Grantee shall not transfer, permit, license, assign, lease, or dispose of in any way, including, but not limited to, voluntary or involuntary sale, merger, consolidation, receivership, or other means (all referred to in this Condition 20 as "transfer"), this Right-of-Way or any interest therein or any property on the Premises, or otherwise create any interest therein, without the prior written consent of said officer. Such consent shall not be unreasonably withheld or delayed, subject to the provisions of Conditions 20.2 through 20.4.

20.2. Any transfer by Grantee shall be subject to all of the terms and conditions of this Right-of-Way and shall terminate immediately upon the expiration or any earlier termination of this Right-of-Way, without any liability on the part of Grantor to Grantee or any transferee. Under any transfer made, with or without consent, the transferee shall be deemed to have assumed all of the obligations of Grantee under this Right-of-Way. No transfer shall relieve Grantee of any of its obligations hereunder, except, in the case of an assignment, if Grantor explicitly agrees to relieve Grantee of its obligations hereunder; provided, however, that in the case of an assignment, Grantor may, in its sole discretion, withhold consent to the assignment.

20.3. Grantee shall furnish said officer, for his prior written consent, a copy of each transfer Grantee proposes to execute. Such consent by said officer may include the

requirement to delete, add, or change provisions in the transfer instrument as Grantor shall deem necessary to protect its interests. Consent to or rejection of any transfer shall not be taken or construed to alter, diminish, or enlarge any of the rights or obligations of either of the Parties under this Right-of-Way, nor form a basis for any cause of action against or liability of Grantor.

20.4. Any transfer instrument must expressly provide that—(1) the transfer and transferee are subject to all of the terms and conditions of this Right-of-Way; (2) the transfer shall terminate with the expiration or earlier termination of this Right-of-Way; and (3) in case of any conflict between this Right-of-Way and the transfer instrument, this Right-of-Way shall control. A copy of this Right-of-Way must be attached to the transfer instrument.

21. LIENS AND MORTGAGES

21.0. Grantee shall not engage in any financing or other transaction creating any mortgage upon the Premises, place or suffer to be placed upon the Premises any lien or other encumbrance, or suffer any levy or attachment to be made on Grantee's interest in the Premises under this Right-of-Way. On the date of its execution or filing of record regardless of whether or when it is foreclosed or otherwise enforced, any such mortgage, encumbrance, or lien shall be deemed to be a violation of this Condition 21 and constitute a failure to comply with the terms of the Right-of-Way.

22. OTHER GRANTS OF ACCESS

22.1. This Right-of-Way is subject to all outstanding easements, rights-of-way, leases, permits, licenses, and uses for any purpose with respect to the Premises. Grantor shall have the right to grant additional easements, rights-of-way, leases, permits, and licenses, and make additional uses with respect to the Premises. However, any such additional easements, rights-of-way, leases, permits, licenses, or uses shall not be inconsistent with the Grantee's use of the Premises under this Right-of-Way.

22.2. For those areas identified in **EXHIBIT B.3**, Grantor shall not grant any additional easements, rights-of-way, leases, permits, licenses, or other access. Grantor

recognizes that these areas require restricted access and Grantee may take appropriate action to prevent unauthorized access to such areas. This Condition 22.2 will only apply to access by others than Grantor and will not limit any right of access by public authorities charged with the regulation of Grantee's activities or law enforcement.

23. REAL PROPERTY ACCOUNTABILITY

23.0. Grantor may transfer real property accountability for the Premises to another federal agency. In such event, the federal agency assuming real property accountability will stand in the place of and become Grantor without altering, diminishing, or enlarging the rights and obligations of either Grantor or Grantee under this Right-of-Way.

24. REPORTING

24.0. This Right-of-Way is not subject to 10 U.S.C. § 2662.

GENERAL PROVISIONS

25. COMPLIANCE WITH LAWS

25.0. Grantee shall comply with all applicable Federal, state, interstate, and local laws, regulations, and requirements. This may include the need for Grantee to obtain permits to operate its utility system. Grantor is not responsible for obtaining permits for Grantee nor for allowing Grantee to use permits obtained by Grantor.

26. AVAILABILITY OF FUNDS

26.0. The obligations of Grantor under this Right-of-Way shall be subject to the availability of appropriated funds. No appropriated funds are obligated by this Right-of-Way.

27. AMENDMENTS

27.0. This Right-of-Way may only be modified or amended by the written agreement of the Parties, duly signed by their authorized representatives.

28. LIABILITY

28.1. Grantor shall not be responsible for damage to property or injuries to persons which may arise from, or be attributable or incident to, the condition or state of repair of the Premises, due to its use and occupation by Grantee. Grantee agrees that it assumes all risks of loss or damage to property and injury or death to persons, whether to its officers, employees, contractors of any tier, agents, invitees, or others, by reason of or incident to Grantee's use of the Premises, and its activities conducted under this Right-of-Way. Grantee shall, at its expense, pay any settlements of or judgments on claims arising out of its use of the Premises.

28.2. Grantee shall indemnify and hold Grantor harmless against any and all judgments, expenses, taxes, liabilities, claims, and charges of whatever kind or nature that may arise as a result of the activities of Grantee, whether tortious, contractual, or other, except to the extent such claim or charge is cognizable under the Federal Tort Claims Act, or, in regard to indemnification, to the extent Grantee is prohibited from doing so by Federal or state law.

29. INSURANCE

29.1. This Condition 29 shall only apply during those periods when Grantee has no service contract to provide utility service to the Installation; provided, however, that such service contract contains essentially the same requirements for insurance as this Condition 29 and such service contract utilizes all the Premises granted by this Right-of-Way. Self-insurance shall not be permitted under this Right-of-Way during those periods when Grantee has no service contract to provide utility service to the Installation.

29.2. During the entire period this Right-of-Way shall be in effect, the Grantee, at no expense to the Grantor, shall carry and maintain and require its contractors of any tier performing work on the Premises to carry and maintain—

29.2.1. Comprehensive general liability insurance on an “occurrence basis” against claims for “personal injury,” including without limitation, bodily injury, death, or property damage, occurring upon, in, or about the Premises including any buildings thereon and adjoining sidewalks, streets, and passageways, such insurance to afford immediate minimum protection at all times during the term of this Right-of-Way, with limits of liability in amounts approved from time to time by Grantor, but not less than ONE MILLION DOLLARS (\$1,000,000) in the event of bodily injury and death to any one or more persons in one accident, and not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for property damage. Such insurance shall also include coverage against liability for bodily injury or property damage arising out of the acts or omissions by or on behalf of Grantee by any invitee or any other person or organization, or involving any owned, non-owned, or hired automotive equipment in connection with Grantee's activities.

29.2.2. If and to the extent required by law, workers' compensation and employer's liability or similar insurance in form and amounts required by law.

29.3. All policies of insurance which this Right-of-Way requires Grantee to carry and maintain or cause to be carried or maintained pursuant to this Condition 29 shall be effected under valid and enforceable policies, in such forms and amounts as may, from time to time, be required under this Right-of-Way, issued by insurers of recognized responsibility. All such policies of insurance shall be for the mutual benefit of Grantor and Grantee. Each such policy shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Grantee or Grantor or any other person; provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by Grantor of written notice thereof; provide that the insurer shall have no right of subrogation against Grantor; and be reasonably satisfactory to Grantor in all other respects. In no circumstances will Grantee be entitled to assign to any third party rights of action which Grantee may have against Grantor. The foregoing notwithstanding, any cancellation of insurance coverage

based on nonpayment of the premium shall be effective after fifteen (15) days written notice to Grantor. Grantee understands and agrees that cancellation of any insurance coverage required to be carried and maintained by Grantee under this Condition 29 will constitute a failure to comply with the terms of the Right-of-Way.

29.4. Grantee shall deliver or cause to be delivered upon execution of this Right-of-Way (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this Condition 29) to Grantor a certificate of insurance evidencing the insurance required by this Right-of-Way.

30. ENTIRE AGREEMENT

30.0. It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Premises by the Grantee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth herein. Nevertheless, it is understood that the Parties may enter into a utility service contract which will require use of the utility system located on the Premises; while that contract may not address the use of the Premises, it may require Grantee to use the Premises to operate its utility system in order to perform the contract service.

31. CONDITION AND PARAGRAPH HEADINGS

31.0. The headings contained in this Right-of-Way, its Attachments, and Exhibits are to facilitate reference only and shall not in any way affect the construction or interpretation hereof.

32. RESERVED

32.0. Reserved.

IN WITNESS whereof, I have hereunto set my hand by authority of the Secretary of the Air Force, this _____ day of _____, 200__.

Right-of-Way No. _____

THE UNITED STATES OF AMERICA,
by the Secretary of the Air Force

BY: _____

This Right-of-Way is also executed by Grantee this _____ day of _____, 200_.

(Name of Organization)

(Title)

ATTACHMENTS

ATTACHMENT 1

Any approval by said officer required by this Attachment may, in said officer's discretion, be granted in advance and on a blanket basis.

A. Personnel

Grantee shall employ, directly or by contract, competent supervisory, administrative, and direct labor personnel to accomplish the work performed on the Premises. Grantee shall not knowingly hire off-duty Air Force engineering personnel or any other person whose employment would result in a conflict of interest or would otherwise violate The Joint Ethics Regulation, DoD Directive 5500.7-R. When speaking, understanding, and reading safety, security, health, and environmental warnings are an integral part of the duties of Grantee's personnel, Grantee shall only utilize personnel on the Premises who can fluently speak, understand, and read the English language. Grantee shall conduct all of its business on the Installation in a professional and courteous manner. Grantee's employees shall present a neat appearance and be readily recognizable as Grantee's employees. All vehicles of Grantee, while on the Installation, shall be readily identifiable as belonging to Grantee.

B. Work Standards

Grantee shall construct, install, repair, and maintain its property, including equipment, in a safe, thorough, and reliable manner and in conformance with applicable federal regulations and national professional codes. If Grantee owns or operates a utility system off the Premises but connected to the utility system on the Premises, it will apply at a minimum the same standards of construction, installation, repair, and maintenance it applies to its system off the Premises to its system on the Premises.

C. Excavations

Grantee shall obtain a written excavation permit from said officer before commencing any digging or excavation on the Installation; the excavation permit will contain requirements normally applied to similar excavation work on the installation. Said officer will notify Grantee as to reasonable time periods for applying for an excavation permit. In close proximity to other utility systems, Grantee shall excavate by hand to preclude accidental interruption of services, equipment damage, and injury to workers. Excavated areas shall be backfilled to the original density and grade. Open excavations shall be barricaded when Grantee's personnel are not present in the immediate vicinity of the work site. Open excavations at the completion of the workday shall be adequately covered to prevent accidents and access by children. When cutting pavements, traffic shall be maintained over at least half the width of the pavement, unless otherwise directed by said officer. Traffic barricades and warning lights to mark the excavation shall be provided by Grantee. The restored pavement shall be equal to or better than the original pavement.

D. Communications Equipment and Foreign Object Damage

Prior to operating communications devices on the Installation, Grantee shall obtain the approval of said officer as to frequency use. Grantee shall comply with the Installation's foreign object damage prevention program whenever it engages in activities on or around the flightlines or runways.

E. Dust Control

Grantee shall maintain all excavations, embankments, stockpiles, access roads, and all other work areas free from excess dust to avoid causing a hazard or nuisance to base personnel and surrounding facilities. Dust control shall be performed as the work proceeds and whenever dust nuisance or hazard occurs.

F. Lawn Areas

Lawn areas rutted by equipment or otherwise damaged shall be leveled by the addition of topsoil or otherwise repaired by tilling and leveling. These areas shall be resodded or seeded and fertilized to match the existing vegetation or the vegetation that existed before damage. Sod, seed, and fertilizer types and mixtures will be approved by said officer.

G. Plant Control

After obtaining the prior permission of said officer, Grantee may trim or remove plants and trees that pose a potential hazard to its utility system. In those areas where the plants or trees contribute to historic or esthetic values and trimming or removing them would be destructive of those values, Grantee may be prohibited from trimming or removing them. In all instances, plants or trees listed as threatened or endangered under applicable federal, state, interstate, or local law will not be harmed by the activities of Grantee.

H. Cleanup

After the work is completed, the work site shall be returned to its original state.

EXHIBITS

EXHIBIT A—MAP OF PREMISES

The map or maps attached as this Exhibit A show the known locations of the utility system. Portions of the utility system may not be fully shown on the map or maps. Any such failure to show the complete utility system on the map or maps shall not be interpreted as that part of the utility system being outside the Premises. The Premises are co-extensive with the entire linear extent of the utility system sold to Grantee, whether or not precisely shown on the map or maps attached hereto as this Exhibit A.

Maps are available, by request to the Government, in AutoCad 2002 format on CD. The following files are included on the CD entitled “*Columbus Air Force Base Electric Distribution Utility System.*”

G-4pg0dwg.dwg

X2000map.dwg (Use this for street, building footprint, etc. for under/overlay on the Electrical Distribution maps in G1)

EXHIBIT B—DESCRIPTION OF PREMISES**B.1. General Description of the Utility System, Lateral Extent of the Right-of-Way, and Points of Demarcation:****UTILITY SYSTEM DESCRIPTION:**

The utility system may be composed of, without limitation, substations with outdoor switchgear, overhead and underground conductors, utility poles, ducts, raceways, manholes, pad-mount and pole-mount transformers, transformer pads, meters, and instrumentation related to metering of electricity delivered to end users on the Installation.

LATERAL EXTENT OF UTILITY SYSTEM RIGHT-OF-WAY:

Where the utility system is installed above ground, 26-feet-wide, extending 13 feet on each side of the utility system, as installed.

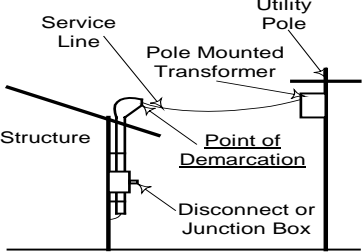
Where the utility system is installed on or under the ground, 26-feet-wide, extending 13 feet on each side of the utility system, as installed.

UTILITY SYSTEM POINTS OF DEMARCATION:

The point of demarcation is defined as the point on the utility system where ownership changes from the utility system owner to the facility owner. This point of demarcation will typically be at the point the utility enters a facility or the load side of a transformer within a facility. The table below identifies the type and general location of the point of demarcation with respect to the facility for each scenario.

Point of Demarcation (POD)	Applicable Scenario	Sketch
POD is the transformer secondary terminal spade.	Pad Mounted Transformer located outside of structure with underground service to the structure and no meter exists.	<p>The sketch illustrates a facility (Structure) connected to a pad-mounted transformer (S/P) located outside the structure. An underground service line connects the structure to the transformer. The point of demarcation is indicated at the transformer secondary terminal spade. To the right of the transformer, a distribution line is shown above ground, with arrows indicating its extent.</p>

Point of Demarcation (POD)	Applicable Scenario	Sketch
POD is down current side of the meter.	Residential service (less than 200 amps and 240V 1-Phase), and three phase self contained meter installations. Electric meter exists on or within five feet of the exterior of the building on an underground secondary line.	<p>This sketch shows a building labeled 'Structure' connected to a 'Distribution Line' via a 'Meter' and a 'Pad Mounted Transformer' (labeled 'S P'). The 'Point of Demarcation' is indicated by an arrow pointing to the meter, which is located on the exterior of the structure. The 'Distribution Line' is shown entering and exiting the structure.</p>
POD is the transformer secondary terminal spade.	Three Phase CT metered service. Note: The meter, can, CTs, and associated wires are owned and maintained by the electric utility owner.	<p>This sketch shows a building labeled 'Structure' connected to a 'Distribution Line' via a 'Meter' and a 'Pad Mounted Transformer' (labeled 'S P'). The 'Point of Demarcation' is indicated by an arrow pointing to the transformer. 'CTs Mounted in Tx' are also shown. The 'Distribution Line' is shown entering and exiting the structure.</p>
POD is secondary terminal of the transformer inside of the structure.	Transformer located inside of structure and an isolation device is in place with or without a meter. Note: Utility owner must be granted 24-hour access to transformer room.	<p>This sketch shows a building labeled 'Structure' containing a 'Service Line' and an 'Isolation Device'. The 'Point of Demarcation' is indicated by an arrow pointing to the secondary terminal of the transformer inside the structure. The 'Distribution Line' is shown entering and exiting the structure.</p>
POD is secondary terminal of the transformer inside of the structure.	Transformer located inside of structure with no isolation device in place. Note: Utility Owner must be granted 24-hour access to transformer room.	<p>This sketch shows a building labeled 'Structure' containing a 'Service Line'. The 'Point of Demarcation' is indicated by an arrow pointing to the secondary terminal of the transformer inside the structure. The 'Distribution Line' is shown entering and exiting the structure.</p>
POD is where the overhead conductor is connected to the weatherhead.	Electric meter is connected to the exterior of the building on an overhead secondary line. Note: The meter and meter can, though beyond the POD, are owned and maintained by the utility owner.	<p>This sketch shows a building labeled 'Structure' connected to a 'Utility Pole' via a 'Service Line' and a 'Pole Mounted Transformer'. The 'Point of Demarcation' is indicated by an arrow pointing to the weatherhead where the service line enters the structure. A 'Meter' is shown on the exterior of the structure.</p>
POD is where the overhead conductor is connected to the weatherhead.	Pole Mounted Transformer located outside of structure with secondary attached to outside of structure with no meter.	<p>This sketch shows a building labeled 'Structure' connected to a 'Utility Pole' via a 'Service Line' and a 'Pole Mounted Transformer'. The 'Point of Demarcation' is indicated by an arrow pointing to the weatherhead where the service line enters the structure. No meter is shown.</p>

Point of Demarcation (POD)	Applicable Scenario	Sketch
<p>POD is where the overhead conductor is connected to the weatherhead.</p>	<p>A disconnect switch or junction box is mounted to the exterior of the structure with no meter.</p>	 <p>The sketch shows a utility pole with a service line running horizontally. A pole-mounted transformer is attached to the pole. A structure is shown with a disconnect or junction box mounted to its exterior. The point of demarcation is marked at the connection between the service line and the structure.</p>
<p>POD is at the overhead service line's connection to the service entrance mast.</p> <p>Note: If an electric meter is present, or is to be installed, the owner of the electric distribution system on the installation is the owner and maintainer of the electric meter and the can. The POD for the electric meter is at the water utility owner's conductors to the electric utility owner's conductors. This meter POD applies regardless of the location of the electric utility owner's meter. The water utility owner owns the service entrance mast.</p>	<p>Electric power is provided to a water facility via an <u>overhead</u> service drop. This configuration could be found at facilities dedicated to the water utility such as a water well, pump station, or water tower.</p>	<p>None</p>
<p>POD is at the transformer secondary terminal spade.</p> <p>Note: If an electric meter is present, or is to be installed, the owner of the electric distribution system on the installation is the owner and maintainer of the electric meter and the can. The POD for the meter is at the water utility owner's conductors to the electric utility owner's conductors. This meter POD applies regardless of the location of the electric meters and transformers.</p>	<p>Electric power is provided to a water facility via an <u>underground</u> service connection. This configuration could be found at facilities dedicated to the water utility such as a water well, pump station, or water tower.</p>	<p>None</p>
<p>POD is at the overhead service line's connection to the service entrance mast.</p> <p>Note: If an electric meter is present, or is to be installed, the owner of the electric distribution system on the installation is the owner and maintainer of the electric</p>	<p>Electric power is provided to a wastewater facility via an <u>overhead</u> service drop. This configuration could be found at facilities dedicated to the wastewater utility such as a lift station or wastewater treatment plant.</p>	<p>None</p>

Point of Demarcation (POD)	Applicable Scenario	Sketch
meter and the can. The POD for the electric meter is at the wastewater utility owner's conductors to the electric utility owner's conductors. This meter POD applies regardless of the location of the electric utility owner's meter. The wastewater utility owner owns the service entrance mast.		
<p>POD is at the transformer secondary terminal spade treatment plant.</p> <p>Note: If an electric meter is present, or is to be installed, the owner of the electric distribution system on the installation is the owner and maintainer of the electric meter and the can. The POD for the meter is at the wastewater utility owner's conductors to the electric utility owner's conductors. This meter POD applies regardless of the location of the electric meters and transformers.</p>	<p>Electric power is provided to a wastewater facility via an <u>underground</u> service connection. This configuration could be found at facilities dedicated to the wastewater utility such as a lift station or wastewater treatment plant.</p>	None

UNIQUE POINTS OF DEMARCATION:

The following table lists anomalous points of demarcation that do not fit any of the above scenarios.

Building No.	Point of Demarcation Description
Airfield/ramp lighting	First connection upstream of the airfield lighting vault/or downstream (load side) of the transformers serving the ramp (ballfield style) lighting
Air Field Systems	The Air Force assumes responsibility of power to the airfield systems and equipment, less the airfield lighting covered separately by exclusion, at the first connection point downstream on the secondary (load) side of the transformer closest to the equipment or system
Munitions Storage, bldg 1810	First connection upstream of the airfield lighting vault/or downstream (load side) of the transformers serving the ramp (ballfield style) lighting
SAC Alert Area, Bldg 1944	First connection upstream of the airfield lighting vault/or downstream (load side) of the transformers serving the ramp (ballfield style) lighting
MFH Unit	First downstream loadside connection point from the transformer at the MFH dwelling structure termination point (meter can, outside disconnect, or services entrance breaker box).

TVA Base entry point	The 13 KV line-side load connection point between the TVA "5" and "9" switches, downstream of each transformer serving the 13 KV circuits to the base.
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B.2. General Description of the Areal Extent of the Utility System:

FINAL
COLUMBUS AFB MS
AREAL EXTENT DESCRIPTION
PRIMARY ELECTRICAL DISTRIBUTION
27 February 2003

The Tennessee Valley Authority (TVA) provides primary electric power to Columbus AFB. The power is delivered through a TVA owned electrical substation on the south side of the base located near the South Gate. Beginning point of demarcation (POD) is the first connection beyond the utility owned meter. Ending PODs are points where the primary line connects to a secondary line or where a primary line enters a building. Unique points of demarcation are:

MFH unit. The POD is the first downstream connection from the transformer at the MFH dwelling structure (meter can, disconnect, or panel board).

Excluded: Specifically excluded from the electric distribution system privatization are:

- Airfield lighting, airfield lighting vaults, and all associated equipment to include ball field-type ramp lighting
- Parking lot lights, streetlights, and security lights that are fed off the building internal.
- Ball field, track, and pedestrian pathway lighting
- Water tower beacon lights
- Cathodic protection (Contractor will assume ownership/maintenance of cathodic protection systems on the elevated and above ground water tanks only.)

The intent of this areal description is to give a general flow pattern of the primary electric distribution system. Every line on every street may not be mentioned. This description is based on drawings provided by the base civil engineer office. Title of the drawing set is "Department of the Air Force, AETC, Comprehensive Plan, Columbus AFB MS Electric Distribution. Basic date is January 1994 with latest revision of March 2002. Tab reference is G-4. There are 20 drawings in the set. Most of the electric distribution system may be found on drawings 3, 4, 7, and 8. The areal description is intended to stand-alone but due to the multiple references to poles, streets and buildings access to the drawings or the AutoCAD file will facilitate in following the general distribution pattern.

The A Circuit begins at pole A 5A and goes west from the TVA substation and turns north at pole HA5. The A circuit and the H circuit are in parallel from the substation and north on Independence Avenue to a point east of building 1100 where the H circuit diverts northeast and the A circuit continues north the east side of Independence Avenue. There are several branches off the A circuit on Independence Avenue. At pole

HA5 a line goes west to pole A 5A then northwest to service building 1135, Sewage Treatment Plant. At pole A 14 a line goes west to transformers at building 1100.

Continuing north on Independence Avenue at pole A 24 a branch line goes northeast along the north side of F Street. This line extends to pole A 50 at Simler Blvd and will be described later. At pole A 24 a line goes northeast along the north side of F Street. At pole A 94 a line goes east along the north side of First Street. It crosses First Street at pole A 77 to service the athletic area and continues east on the south side of First Street.

Note: MSA and SAC alert areas are exempt. Description is given here in the event the exemption is changed. Continuing north on Independence Avenue to Perimeter Road a branch line goes east at pole A 103 to the 1800 area. At pole A 103 the line crosses Independence Avenue and continues north along the west side of Perimeter Road. A unique POD is at pole A 16 where the overhead line goes underground. The line goes underground at pole A 116 and splits to two lines going east on both sides of Pinetree Road and northwest to service the perimeter lighting at the MSA. At pole A 117 and A 117B the lines are overhead around the south, west and east sides of the MSA. At pole A 123 at the southwest corner of the MSA the A circuit continues past the perimeter lights and goes northwest. At pole A 136 the line turns north to the SAC Alert area. At pole A 150 a line goes west to the Readiness Camp. The line continues northwest to pole A 162 and goes underground to building 1860.

At pole A 144 on the southwest corner of the alert area the A circuit splits to provide power around the south, west and north sides of the alert area. The line ends at pole A 149K near the buildings in the 1900 area.

Lines to support airfield lighting are excluded from privatization. This description may be deleted in the event the exclusion is a final decision. At pole A 115 on Perimeter Road the primary distribution line goes underground to the east. The line crosses under the 13/31 R runway and has parallel lines on both sides of the runway. There is service to building 1804 on the west side of the runway. The parallel line goes southwest and northeast from building 1804 on the southwest to building 1936 on the northeast. An underground line goes northeast under the 13/31 C runway to a transformer at building 2003. The lines on both sides of the runway extend southeast. There is a gap in the duct bank on the east side of the runway. The line stops south of building 2002 and resumes to continue southeast. The approximate length of the gap is 1330 LF. The line goes east under the center runway to a four-way fused disconnect where the line goes in three directions; northwest to a bank of three transformers, southeast to facility 45, and northeast to facility 2054 where a north south overhead line runs from pole SS in the north to pole YY in the south. Going back to building 229 the line turns southwest to building 228, then southeast to building 227. At building 229 the underground service goes east to building 1908 then southeast to building 1906. The line continues southeast to a manhole where it turns northeast and ends at a transformer near the east boundary of the base.

The underground line on the west side of the 13/31 C runway turns southwest to service buildings in the 800 area ending at the water storage tank, facility 842. The line goes northeast and then southeast past building 1923 and 1919 where it turns northeast to building 1910 then south and then east to the arresting barrier at the east end of the 13/31 C runway. The line continues southeast to building 1906 where it ends at a transformer.

Going back to the east west A circuit on F Street the line begins at pole A 24 on Independence Avenue. A south branch at pole A 32 serves building 932. At pole A 34 a north south line goes south along Sixth Street to pole A 44 on Harpe Blvd where it extends north to building 736 and south to pole A 44A where the line turns south and joins the B circuit on Harpe Blvd at pole AB 47J. Back to pole A 34 on F Street, the north reach of the line is to building 957 where the line diverts west to pole A 34C then north to pole A 34E and west to building 954, then to pole A 34G then east to end at pole A 34K near building 973.

At the intersection of First Street and Simler Blvd, pole A 75 a line goes south along the west side of Simler Blvd to pole A 49 at the intersection with F Street. The overhead line crosses Simler Blvd to the east side and continues south ending at pole A 53 near building 878. At pole A 52 on Simler Blvd and E Street a line goes northeast along the north side of E Street ending at pole A 58B at the southwest corner of E Street and First Street. The east west line of the A circuit on First Street goes from Independence Avenue on the west at pole A 94 when First Street turns south on the flight line at pole A 61. The A circuit goes south across E Street. East of building 862 the A circuit joins the B circuit at pole AB 64. A line goes south from pole A 48 on F Street to pole A 48C at the rear of building 900 on E Street.

The B circuit begins at the TVA substation near the South Gate at pole B 1. The overhead line goes north to C Street where the B circuit goes east west along the north side of C Street. The west reach of the B circuit is to pole B 9 on Independence Avenue where the line turns north to buildings in the 1100 area. The line turns west at pole B 13 then north south to pole B 16. The south reach of this line is to building 1114 with three transformers. The north reach is to building 1100. At pole AB 17A the B circuit joins the A circuit.

Going back to pole B 3 on the B circuit on C Street, the line goes east along the north side of C Street. At pole B 19 the line diverts northeast along C Street to pole B 29 at building 530 where the B circuit goes north south. The north reach is to pole B 44 beyond D Street. The south reach is to pole B 30F where the line turns west to end at pole B 30I at building 338 on B Place. There are two other branch lines off the B circuit on C Street. At pole B 23 a line goes south to building 348. This line goes north from pole B 23 to pole B 24A then west to end at pole B24D at building 570.

Going back to pole B 29 at building 530 on C Street, the B circuit crosses to the south side of C street and continues northeast to join the C circuit at pole C25G1 at the northeast corner of building 385. The B circuit serves buildings on D Street going from pole B 43 at Seventh Street and D Street. At pole B 47 a north south line serves the ball field in the south to building 712 in the north where the B circuit joins the A circuit at pole AB 47J on Harpe Blvd and Seventh Street. At pole B 47A south of building 712 the line goes north to building 708.

The B circuit on D Street goes along the south side of the street, crosses Simler Blvd and continues past Second Street to end at pole B 58C northeast of building 830. At pole B 58, the intersection of Second Street and D Street, the B circuit has a north south branch going north along the east side of Second Street where the B circuit joins the A circuit at pole AB 64 on the east of building 862. An east west branch off this line is at pole 63 with service to building 864 west of Second Street and building 847 east of

Second Street. Going south along the west side of Second Street the B circuit turns west at pole B 69 then south at pole 69D to end at pole 69E and building 440.

There are three east branches off the B circuit on Second Street. A line at pole B 67 serves building 630 from pole B 67. This line turns south at pole B 67C and ends at pole B 67D between buildings 636 and 634. At pole B 68 on Second Street a line goes east to building 640 on C Alley. At pole B 69 a line goes east to pole B 69B and building 456.

The C circuit serves the southeast sector of the base. The C circuit begins at the TVA substation at pole C 1 and goes east and southeast. At pole C 6 a line goes north to pole C 6B. At pole C 10 a line goes southwest to facility 143 then south to end at pole C 10C. At pole C 112 the line turns north around the bulk fuels storage area. From pole C 14 a line goes west to building 128. At pole C 14 on B Street the C circuit goes northeast along the south side of B Street. It crosses Simler Blvd at pole C 25 and continues north and northwest ending at pole C 32 north of building 414. At pole C 33 near building 452 the C circuit goes to pole C 37 where the overhead line goes north south on Timeline Road reaching to pole C 37G at building 236. A branch crosses Timeline Road to service building 230.

Branches off B Street are at pole C 18 north of building 327 and south at pole C 22 to pole C 22B then southwest to end at pole C 22E at building 155 and north at pole C 14A to pole C 14B at building 326.

The C circuit goes along the east side of Simler Blvd from pole C 25F south of C Street between buildings 385 and 411 to pole C 25Q1 at building 208 near the gate. Going back to pole C 25E on Simler Blvd at building 408, a west branch goes between buildings 384 and 385 to pole 25E5 and building 363. A portion of the C circuit at the intersection of C Street and Simler Blvd supports the athletic field, 9108 from pole C 25G4. From pole C 25G1, this line goes north across Simler Blvd to pole C 25G6 then south to pole C 25G7 then east to pole C 25G8.

Going back to the southeast end of Simler Blvd at pole C 250, the C circuit goes northeast to pole C 25X then east to pole C 25X1. The line goes northwest to pole C 25AA then northeast to poles C 25DD1 and C 25EE. The line turns south through the 200 area. At pole C 25HH the line splits into parallel lines. The west side of the dual service lines serves building 203. The east side of the dual lines serves building 204. (Notice the change to underground service at an unnumbered pole east of pole C 25EE. This is a unique POD as airfield lighting is excluded.)

An underground circuit, known as the Flight Simulator circuit, goes from the TVA substation to the east then northeast along C Street. Initially it is on the south side of the street and crosses to the north side near building 510. At building 440 the line turns south across C Street to building 414 where the line ends at a bank of transformers providing primary electric power to the Flight Simulation building, number 230.

The separate housing circuit provides underground primary electric power to Capitol Village. The line goes south from the TVA substation and splits at a point north of buildings 7101 and 7102. The underground lines follow the base boundary around the Capitol Village. The line to the east of the split follows the fence line east to the rear of buildings on the north side of Capitol Avenue. At building 7121 the line turns northeast and is outside the fence line for a distance turning back inside the fence and south at building 7165. The line continues south to the end of the base boundary and turns west at

building 7404 on Jackson Circle. At building 7386 on Augusta Drive the line turns north to building 7344 on Topeka Drive and turns west along the fence line and to the rear of buildings on the south side of Dover Drive. The line turns north at building 7220 on Atlanta Drive and continues north to the point of the split completing the loop around Capitol Village.

The underground primary circuit (UPC) is a three phase neutral with a ground, labeled as UPC /// N / on the drawing. Power is distributed from the UPC at switching cabinets, labeled at PS on the drawing, to transformers, labeled as T on the drawing. Starting at PS 10 north of building 7107 on Capitol Avenue, the single-phase power is distributed from PS 10 to T 101 located north of building 7109. This areal description is limited to the transformers. Secondary power distribution lines are shown on the drawing and are excluded from the utilities privatization process. From T 101 the single-phase line goes east to T 102 located north of building 7117. From T 102 the line goes west and turns south between buildings 7115 and 7113, then between buildings 7114 and 7116 to T 103 located south of building 7116. From T 103 the line goes west to T 104 located south of building 7112. Power continues west to T 105 located south of building 7106. The line continues west then north at T 106 located west of building 7202. The power line goes north in a zigzag pattern to T 107 located east of building 7103. The line goes southeast to PS 10 completing the loop of power distribution to housing buildings on the west end of Capitol Avenue.

PS 9 is located north of building 7121 and provides power to T 91 located north of building 7123 on Capitol Avenue. From T 91 the line goes south and east to T 92 located south of building 7152 on Albany Drive. From T 92 the line goes south to a point between buildings 7127 and Capitol Avenue and 7175 on Richmond Drive where the line goes southwest to T 93 located north of building 7311 on Dover Drive. From T 93 the line goes west to T 94 located north of building 7307. From T 94 the line goes west to a point north of building 7305 and turns north to T 95 located east of building 7257 on Madison Drive. From T 95 the line goes north to a point east of building 7255 and turns northeast to a point south of building 7118 on Capitol Avenue then east to T 96 located south of building 7120.

PS 8 is located northeast of building 7161 on Albany Drive. Single-phase power goes east from PS 8 and turns south at the fence line to T 81 located south of building 7186. The line goes west from T 81 to T 82 located south of building 7160, then west to T 83 located south of building 7158, continuing west to T 84 located south of building 7154. From T 84 the line goes east then north between buildings 7154 and 7156 across Albany Drive and north between buildings 7155 and 7157 to T 85 located north of building 7155. The line goes east to T 86 located north of building 7161 and east to PS 8 completing the loop around Albany Drive with service to some buildings on Richmond Drive.

PS 7 is located on the east boundary northeast of building 7323 on Dover Drive and southeast of building 7184 on Richmond Drive. From PS 7 power is distributed west to T 71 located south of building 7182 on Richmond Drive. The line goes west from T 71 to T 72 located south of building 7178. From T 72 the line goes southwest then west to T 73 located south of building 7176. From T 73 the line goes west then south across Dover Drive and south between buildings 7316 and 7318 on Dover Drive then west to T 74 located south of building 7316. From T 74 the line goes east to T 75 located south of

building 7318 and on east to T 76 located south of building 7320. From T 76 the line goes east then northeast to the east side of Dover Drive and then north to PS 7 completing the loop of primary power service to Richmond Drive, Dover Drive, and Topeka Drive.

PS 6 is located on the eastern boundary southeast of building 7329 on Topeka Drive. Power from PS 6 goes north to T 61 located near building 7329 on Topeka Drive. From T 61 power goes southwest to a point between buildings 7331 and 7365 on Topeka Drive then west to T 62 located south of building 7333. From T 62 power goes west to T 63 located at the southeast corner of building 7337. From T 63 power goes south across Topeka Drive to a point between buildings 7360 and 7139 where the line turns east to T 64 located behind building 7360. From T 64 power goes south to T 65 located midway between buildings 7141 and 7417. From T 65 power goes east across Salem Drive between buildings 7416 and 7418.

PS 5 is located in the southeast corner of the base boundary in Capitol Village. From PS 5 power is distributed to transformer T 51 located near the south boundary southwest of building 7404 on Jackson Circle. From T 51 power goes west around the corner of building 7402 to T 52 located south of building 7398. From T 52 power doubles back east around the corner of building 7402 then northeast to T 53 located at the northeast corner of building 7406. From T 53 power goes back to PS 5 completing the loop.

PS 4 is located on the west boundary of Capitol Village southwest of building 7382 on Augusta Drive. Power goes from PS 4 north then northeast to T 41 located north of building 7380. From T 41 the line goes east to T 42 located south of building 7352 on Topeka Drive. From T 42 power continues east to T 43 located south of building 7356. From T 43 power goes west to a point where it turns south between buildings 7374 and 7372. The line crosses Augusta Drive between buildings 7373 and 7371 to the southwest corner of building 7371 and east to T 44 located south of building 7371. From T 44 power goes west to T 45 located south of building 7375 and continues west to T46 located south of building 7377. From T 46 power goes southeast then south between buildings 7391 and 7393 on Salem Drive. The line crosses under Salem Drive to a point between buildings 7390 and 7392 then east to T 47 located south of building 7392. From T 47 power goes west to the southwest corner of the boundary then north to T 48 located northwest of building 7386. From T 48 power continues north to PS 4 completing the loop.

PS 3 is located south of building 7304 on Dover Drive. From PS 3 primary power is distributed to the transformers supplying buildings on Dover Drive and Topeka Drive. From PS 3 power goes east then north to T 31 located south of building 7304. From T 31 the line goes east to T 32 located south of building 7308. From T 32 the power line continues east to T 33 located south of building 7312. From T 33 the line goes southwest then south between buildings 7340 and 7338. The line crosses Topeka Drive and goes south between buildings 7341 and 7339 to T 34 located south of building 7339. From T 34 the power line goes south then northwest to T 35 located south of building 7343. From T 35 the line goes southwest then west under Topeka Drive between buildings 7346 and 7348. At the southwest corner of building 7346 the line turns northwest to T 36 located near the northwest corner of building 7346. From T 36 the line goes north then west to PS 3 completing the loop.

PS 2 is located on the south boundary of Capitol Village near the southeast corner of building 7294 on Dover Drive. From PS 2 primary power is distributed to buildings on Dover Drive, Denver Drive, and Madison Drive. Power distribution from PS 2 goes west to T 21. From T 21 power goes west then north between buildings 7290 and 7292 on Dover Drive. The line goes under Dover Drive and north between buildings 7291 and 7293 then west to T 22 located south of building 7270. From T 22 the line goes east to T 23 located south of building 7274 on Denver Drive. From T 23 the line goes west then north between buildings 7272 and 7274. The line diverts northeast and under Denver Drive past the southeast corner of building 7235 to T 24 located near the northeast corner of building 7235. From T 24 the power line goes east then southeast to T 25 located east of the northeast corner of building 7272. From T 25 the line goes east a short distance to T 26 located west of building 7258 on Madison Drive. From T 26 the line goes south then southwest to T 27 located northwest of building 7299. From T 27 the line goes south between buildings 7297 and 7299. The line goes southeast as it crosses Dover Drive then back south between buildings 7298 and 7300. The line turns west to T 28 located south of building 7298. From T 28 the line goes west to PS 2 completing the loop.

PS 1 is located on the west boundary of Capitol Village between buildings 7210 and 7212 on Atlanta Drive. From PS 1 power is distributed to housing buildings in the area of Atlanta Drive, Austin Drive, Denver Drive, and Dover Drive. The primary power line goes north from PS 1 to T 11 located west of building 7208. From T 11 the line goes south then east between buildings 7208 and 7210. The line diverts southeast and crosses Atlanta Drive. It continues east between buildings 7209 and 7211. From T 11 the line goes east past the southwest corner of building 7209 then north to T 12 located east of building 7207. From T 12 the power line goes south then southeast to T 13 located west of building 7232 on Austin Drive. From T 13 the line goes southwest then south at the rear of building 7211 to T 14 located east of building 7213. From T 14 the line goes south then west between buildings 7213 and 7271. It turns south at the southwest corner of building 7213 then west at the southwest corner of building 7271 then west between buildings 7214 and 7216. At the northwest corner of building 7216 the line turns south to T 15 located at the southwest corner of building 7218 on Atlanta Drive. From T 15 the line goes north to T 16 located west of building 7214. From T 16 the line continues north to PS1 completing the loop. This completes the description of primary power distribution in Capitol Village.

This description of primary electric power distribution system in the State and Magnolia Villages is based on construction drawings prepared by Holmes and Narver, dated February 7, 2003. From H&N drawing number E1.1 titled "Electrical Distribution Plan Option One". An underground primary distribution line goes north south along the west side of Independence Avenue in parallel with the overhead line. Exact points where this underground line begins is not given on the construction drawings. Two underground primary lines enter the State Village at the rear of building 5067 on Columbus Circle. One line goes southwest to the rear of buildings on the south side of Lowndes Avenue and goes northwest to the intersection with Aberdeen Avenue.

The other primary line off Independence Avenue goes to the rear of buildings on the north side of Lowndes Avenue and to the south side of West Point and Starkville. It turns north at the rear of building 6350 on Starkville. The underground primary line

crosses Starkville and turns east at the southwest corner of buildings on the north side of Starkville and West Point East. The line crosses Columbus Circle and joins the north south line on Independence at a point between buildings 5093 and 5091 on the east side of Columbus Circle.

From H&N drawing C5.1 “Electrical Distribution Plan Basic Area”, the primary power distribution line to buildings on Mississippi and Arkansas Avenues enters the housing area off the underground north south line on the west side of Independence Avenue at a point east of the intersection of State Loop and Mississippi Avenue. The underground line goes west across State Loop and provides power to the rear of buildings on the south side of Arkansas Avenue and the north side of Mississippi Avenue. A series of transformers have secondary lines radiating to buildings nearby. The primary line crosses Mississippi Avenue at building 4126 and turns east to supply buildings on the south side of Mississippi Avenue. The line ends at a transformer to the rear of building 4103. There is an east west line to the rear of buildings on the north side of Arkansas Avenue. It also supplies power to buildings on Tennessee Avenue. Construction drawings do not show the exact point where the east west line comes off the north south line on Independence Avenue.

From the H&N drawing E1.1 “Electrical Distribution Plan Option Two”, there are two primary underground lines goes west from the north south line on Independence Avenue. These line originate south of the intersection of Lowndes Avenue and Independence Avenue. The two lines go west in parallel to a point east of building 5103 where they part. The north of the two lines goes north across Columbus Avenue and supplies buildings on the north side of Columbus. The line turns south at a point between buildings 5116 and 5118. It crosses Columbus and provides power to buildings on the south side of Columbus Avenue. At the rear of building 5527 on Hamilton Street the line goes south and turns west on the west side of Hamilton Street. It crosses Hamilton to the rear of building 5122 on Columbus Avenue. The line turns north to a point between buildings 5250 and 5252 on Houston. The underground line goes northwest southeast to buildings on Houston and Lowndes East. It goes north at building 5203 and crosses Lowndes East between buildings 5202 and 5204. The line goes east across Columbus Avenue and connects to the north south line on Independence Avenue and completes a loop through the area.

Going back to the point at building 5103 where the parallel lines part, the south of the two lines continues west along the rear of buildings on the south side of Columbus Avenue. It continues west to supply power to buildings on the south side of Monroe Street.

Primary power distribution to the streets in Magnolia Village is provided by underground lines going east and west from the north south line on Independence Avenue. Lines generally go through the middle of the area between Hamilton Avenue and Aberdeen Avenue supplying power to buildings on the south side of Hamilton Avenue and the north side of Aberdeen Avenue. Buildings on the north side of Hamilton and the buildings on the cul-de-sacs of Artesia, Tupelo and Caldonia receive power from the underground line going along the rear of the buildings. Buildings on the west and east sides of Columbus Circle are also supplied at the rear. Exact location of the meter for the Magnolia Village is not known but is assumed to be near the water meter just west of Independence Avenue.

B.3. Description of Restricted Access Areas Under Condition 22.2:

Description	Facility #	State Coordinates	Other Information
<i>["None" if appropriate]</i>			
<i>"User Note: This portion of the Exhibit deals with those areas of the utility system that require restricted access, such as plants and substations. These areas are likely to be fenced or otherwise controlled. They may vary in size but they generally have the same characteristics—they allow few, if any, compatible uses and require controlled access. These areas of the utility system that can be definitively identified because they have defined perimeters, such as plants and substations, should have metes and bounds or equivalent identification."</i>			

New or revised requirement with Ver 7 Need Installation Input

Right-of-Way No. _____

EXHIBIT C—ENVIRONMENTAL BASELINE SURVEY

The Air Force has determined that it is not required to conduct an EBS in regard to the sale of this utility system.